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April 29, 2010

Hon. Steven M. Gold, USMJ
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201
VIA ECF

**Re.: Kozik et. al. v. Whitestone Construction Corp., Inc. et. al.
Docket No.: 07-cv- 4095 (FB)(SMG)**

Dear Judge Gold,

I represent Plaintiffs in the above-captioned matter. I am writing to comply with Your Honor's order that Plaintiffs provide case law regarding Defendants' obligation to furnish and pay for an interpreter at Plaintiffs' depositions to be taken by Defendants' counsel.

On April 22, 2010, Your Honor ordered Plaintiffs Kopacz, Kozik, Jablonski, and Sochon's depositions to take place during the week of May 10, 2010. As I explained at the conference before Your Honor on that date, these Plaintiffs are not native English speakers, and each would require a Polish interpreter at their deposition, at Defendants' expense. Your Honor requested that I provide case law supporting Defendants' obligation to pay for a Polish interpreter for these Plaintiffs.

A party seeking a deposition must pay for an interpreter for a non-English speaking deponent. *Dahn World Co., Ltd v. Chung*, 2009 WL 277603 at *3 (D.Md., February 5, 2009); *East Boston Ecumenical Comm. Council, Inc. v. Mastorillo*, 124 F.R.D. 14, 15 (D.Mass.1989). The deposing party must pay for the interpreter even if the deponent can speak English, as long as English is not the deponent's native tongue. *Dahn, supra*, 2009 WL 277603 at *3. Since the four (4) Plaintiff-deponents are not native English speakers, and, save for Plaintiff Kopacz, prefer to testify in their mother tongue, Defendants must pay for a Polish interpreter to interpret for Plaintiffs at their deposition.

Thank you for your attention to the above.

Respectfully submitted,

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Robert Wisniewski (RW-5308)

cc: Timothy Cummiskey, Esq., counsel for Whitestone Defendants
Eric Pasinkoff, Esq., counsel for Defendant City Wide